

# **RE-BID REQUEST FOR PROPOSAL**

## **Papanicolaou (Pap) Testing and Human Papillomavirus Reflex (HPV) Testing for the Louisiana Department of Health**



**File Number: B 3000016690 P**

**Solicitation Number: 3000016690**

**Proposal Opening Date: 4/13/2021**

**Proposal Opening Time: 10:00 AM CT**

**State of Louisiana  
Office of State Procurement**

**3/9/2021**

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# **RE-BID REQUEST FOR PROPOSAL**

## **FOR**

### **Papanicolaou (Pap) Testing and Human Papillomavirus Reflex (HPV) Testing for the Louisiana Department of Health**

#### **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

##### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595. from bona fide, qualified proposers who are interested in providing conventional Papanicolaou (Pap) testing and liquid-based cytology for Pap testing and Human Papillomavirus (HPV) reflex testing for women in Louisiana who receive services from the Office of Public Health (OPH). The contract is necessary to continue Pap testing, as it is a critical determinant in detecting cervical cancer at an early stage. A contract is necessary to continue receiving statewide laboratory services related to Exfoliative Cervical Cytological Specimen Diagnosis for the Bureau of Family Health (BFH) Reproductive Health Program. The goal is to provide screening for abnormal cervical cytology in order to provide referral and follow up for early detection of cervical cancer.

##### **1.2 Background**

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

The OPH BFH Reproductive Health Program (RHP) goal is to reduce female and infant mortality, morbidity, and teen pregnancy, and to provide individuals and families the information and means to exercise personal choice in determining the number and spacing of their children. The RHP program currently provides reproductive health services such as annual women's health exams including Pap smears, breast examinations and sexually transmitted disease screenings. In 2019, BFH RHP served 38,691 women in fifty-seven (57) Parish Health Units, and 9,556 of those women served by the program obtained a Pap test. Additionally, in 2019, 1,323 tests were deemed Low-grade Squamous Intra-Epithelial Lesion diagnosis (LGSIL) or higher and twenty-seven (27) with High-grade Squamous Intra-Epithelial Lesion (HGSIL) or higher. These Pap test results require further monitoring and possible treatment to prevent an increased risk of cervical cancer.

### 1.3 Goals and Objectives

The Contractor selected for this Office of Public Health (OPH) Bureau of Family Health (BFH) project will provide laboratory Papanicolaou (Pap) and Human Papillomavirus Reflex (HPV) testing services for the entire State of Louisiana operations. Consolidated services are desired so that clinic staff policy and procedure training, data collection/reporting and quality control monitoring will be consistent and managed from a single source.

Work to be performed is inclusive of screening of abnormal cervical cytology specimens in order to provide referral and follow-up for early detection of cervical dysplasia, monitoring the accuracy of specimens, performing quality control measures on negative specimens, producing and verification of Clinic Quality Assurance, Clinician Quality Assurance, High-grade Cytology, Abnormal Cytology reports, and establishing a system for patient follow up for the entire State of Louisiana. The Contractor must be able to interface with OPH electronic health record system Intergy by Greenway and all public and private insurance options, as designated by OPH. Additionally, the contractor will set-up a new lab interface should OPH change its electronic health record system.

### 1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of thirty-six (36) months to begin on or about July 1, 2021 and to end on June 30, 2024, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract time may not exceed sixty (60) months.

### 1.5 Definitions

- A. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- C. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- D. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- E. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- F. Must - The term denotes mandatory requirements.
- G. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.

- H. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- I. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- J. Should – The term denotes a desirable action.
- K. State– The State of Louisiana.

### **1.5.1 Acronyms**

- A. ASAP - As Soon as Possible
- B. ASC – American Society of Colposcopy
- C. BFH – Bureau of Family Health
- D. CLIA – Clinical Laboratory Improvement Act
- E. DOA – Division of Administration
- F. ECC – Endocervical cells
- G. HGSIL – High-Grade Squamous Intra-Epithelial Lesion
- H. HHS – United States Department of Health and Human Services
- I. HIPAA - Health Insurance Portability and Accountability Act
- J. HPV – Human Papillomavirus Reflex
- K. ID – Identification
- L. LDH – Louisiana Department of Health
- M. LGSIL – Low-grade Squamous Intra-Epithelial Lesion diagnosis
- N. OPH – Office of Public Health
- O. OSP – Office of State Procurement
- P. RFP – Request for Proposal

## 1.6 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; and Blackout Period begins	3/9/2021	
2. Deadline to receive written inquiries	3/25/2021	
3. Deadline to answer written inquiries	4/1/2021	
4. Proposal Opening Date (Proposal Submission Deadline)	4/13/2021	10:00 AM CT
5. Oral discussions with Proposers, if applicable	To be scheduled	
6. Best and Final Offer with Proposers, if applicable	To be scheduled	
7. Notice of Intent to Award to be issued	To be scheduled	
8. Contract Initiation	To be scheduled	

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.**

## 1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the Office of State Procurement physical location.

Proposals may be mailed through the U. S. Postal Service to the Office of State Procurement box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive



the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X      **Proposal Name: Papanicolaou (Pap) Testing and Human Papillomavirus Reflex (HPV) Testing**
- X      **File Number: B 3000016690 P, Solicitation Number: 3000016690**
- X      **Proposal Opening Date and Time: 4/13/2021 10:00 AM CT**

**OR**

Proposals may be delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement  
Claiborne Building  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X      **Proposal Name: Papanicolaou (Pap) Testing and Human Papillomavirus Reflex (HPV) Testing**
- X      **File Number: B 3000016690 P, Solicitation Number: 3000016690**
- X      **Proposal Opening Date and Time: 4/13/2021 10:00 AM CT**

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**OR**

Proposals may also be submitted online by accessing the link on page one (1) of the Request for Proposal.

**NOTE:** Proposers who choose to respond this Request for Proposal online via the vendor portal are encouraged to not submit a written proposal as well.

Proposers are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for

any delays caused by the proposer's choice to submit their proposal online. Proposers is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

### **1.8 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Understanding of the of Work and Methodology:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. The Proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No.
- D. **Relevant Organization Experience to RFP Services:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.
- E. **Personnel Qualifications:** The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.
- F. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with **Appendix A: Price Schedule** of this RFP. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".**

## **1.9 Number of Response Copies**

### **For online submission:**

Each Proposer shall submit one (1) signed, searchable original response in .pdf format. The signed, searchable original technical response should be provided as one (1) file and the financial response should be submitted as a separate file.

Each Proposer should submit the following:

- One (1) redacted copy of proposal in .pdf format, if applicable (See **Section 1.11** of this RFP). The redacted copy should be provided as one (1) file.

### **For hard copy submission:**

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Five (5) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) “searchable” electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP). The electronic redacted copy should be provided as one (1) file.

## 1.10 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## 1.11 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash

drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1 Pre-Proposal Conference**

NOT REQUIRED FOR THIS RFP.

### **1.12.2 Proposer Inquiry Periods**

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State's contact person for this RFP, Stephanie Horvath, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement  
Attention: Stephanie Horvath  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [Stephanie.Horvath@la.gov](mailto:Stephanie.Horvath@la.gov)

Phone: (225) 342-8030/ Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.12.3 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no

circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

#### **1.13 Errors and Omissions in Proposal**

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

#### **1.14 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP.

#### **1.15 Performance Bond**

NOT REQUIRED FOR THIS RFP.

#### **1.16 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP.

#### **1.17 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **1.18 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

### **1.19 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

### **1.20 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **1.21 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

### **1.22 Ownership of Proposal**

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.23 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.



#### **1.24 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.25 Taxes**

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

#### **1.26 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **1.27 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **1.28 Use of Subcontractors**

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

#### **1.29 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.30 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.31 Independent Price Determination**

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

### **1.33 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation will not obligate the State to a commitment to enter into a contract.**

### **1.34 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the

RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.35 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Appendix C** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State's mandatory terms and conditions including but not limited to those contained in **Section 1.24** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

### **1.36 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The “Notice of Intent to Award” letter starts the protest period.

### **1.37 Debriefings**

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8030 or E-mail to [Stephanie.Horvath@la.gov](mailto:Stephanie.Horvath@la.gov)

### **1.38 Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Appendix D: Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Appendix D: Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

### **1.39 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured’s under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

### **1.40 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **1.41 Payment**

### **1.41.1 Payment for Services**

The Contractor agrees to submit invoices for payment on a monthly basis. Upon receipt of the itemized invoices, the BFH Program will initiate appropriate action for reimbursement. Each invoice must include the total number of specimens screened during the month by clinic location. The invoice must also include names, identification numbers, and date screened. The monthly invoices are to be sent to the OPH BFH Program.

The Contractor shall be reimbursed in accordance with the Price Schedule set forth in **Appendix A**. This is a unit price to include liquid-based Pap smears cost and HPV testing cost. OPH BFH will pay for services rendered according to the number of specimens enumerated in the monthly invoice. Laboratory slips and monthly invoices must be submitted by clinic. It is a prerogative of the OPH BFH Program to request from the Contractor proof that an examination on an individual patient was performed.

Invoices will be paid within twenty (20) working days of receipt in Fiscal Services of the properly executed invoice. Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract services. Pap smear screening services provided by the Contractor to the OPH Reproductive Health contractor sites and other Reproductive Health sites in Louisiana which are not within OPH will be billed directly and separately but at the same contract price by the Contractor. OPH will not be responsible for reimbursement for these services.

#### **1.41.2 Late Payments**

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

#### **1.41.3 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Appendix E: Electronic Vendor Payment Solution** for additional information regarding electronic payment methods.

#### **1.42 Termination**

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

##### **1.42.1 Termination of the Contract for Cause**

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

##### **1.42.2 Termination of the Contract for Convenience**

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an

effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

#### **1.42.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **1.43 Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **1.44 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

#### **1.45 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Health, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### **1.46 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination

committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### **1.47 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### **1.48 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

#### **1.49 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.50 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.51 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

#### **1.52 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any



action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **1.53 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

### **1.54 Proposer's Certification of No Federal Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

#### **1.54.1 Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

#### **1.54.2 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

### **1.55 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **1.56 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **1.57 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **1.58 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **1.59 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **1.60 Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

### **1.61 Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

### **1.62 Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

### **1.63 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

#### **1.64 Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.65 Key Internal Control Outsourcing**

NOT REQUIRED FOR THIS RFP.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The Contractor selected will provide Papanicolaou (Pap) testing, of an estimated 9,100 specimens per year and Human Papillomavirus Reflex (HPV) analysis and diagnostic services of an estimated 4,050 specimens per year to the BFH Reproductive Health Program. This number represents one specimen per Pap test and high risk HPV testing on selected specimens. This interface will be bi-directional – order and results. Intergy specifications (Greenway) is currently implemented within OPH clinics. See **Appendix G: Intergy Specifications** of this RFP.

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of LDH related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to LDH. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.

The Contractor shall receive written approval from LDH before the use of flash drives or external hard drives for storage of LDH data. Such approval shall adhere to FIPS 140-2 hardware level encryption standards.

### **2.2 Deliverables**

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

1. The Contractor should conduct Pap testing using liquid medium/ monolayer methodology by TriPath® (FDA approved.) SurePath ® liquid-based Pap test should be used for all specimens. All specimens submitted for cytological examination are to be screened by a qualified Cytotechnologist registered by the American Society of Clinical Pathologists.
2. Standards for the physical facilities, laboratory operation, laboratory personnel, and quality control practices shall conform to the accreditation requirements of the Department of Health and Human Services (HHS). Standards will also conform to all requirements of the OPH. In those instances, where the standards of OPH are more stringent than those of HHS, the Contractor will comply with the standards of OPH.
3. The Medical Director must be certified in Cytopathology by the American Board of Pathology.

4. The laboratories must have the qualifications of their personnel reviewed and be acceptable to the BFH Medical Director and to the OPH Director of Laboratories.
5. The laboratory must have a computer system which produces electronic monthly reports of data and itemized billing per clinic site. The system must allow for secure HIPAA compliant web-based access from each clinic, regional office, and state office. It is the responsibility of the Contractor to maintain the site and any additional software needed on the local clinic computers to provide access to requested reports.
6. The Contractor must be able to interface with OPH current and future electronic health records and all public and private insurance options, as designated by OPH.
7. The Contractor must complete all tasks involving processing, interpretation, and clinic report preparation within three (3) or five (5) calendar days of the receipt of specimens in the laboratory, by which time all reports must have been provided to their respective clinics labeled by name and identification manner agreed upon by the Contractor and OPH. In addition, all cases interpreted as Carcinoma or a Pap smear which the Cytopathologist interprets as suggesting a condition which requires immediate attention by the clinic, will be reported by telephone to the Charge Nurse of the clinic of origin ASAP, preferably within two (2) business days from the date of diagnosis. Comments or recommendations of any specimen report must be as detailed as warranted. Cytological reports will be based on the current Bethesda Reporting System, or any modifications thereof recommended by the Clinical Laboratory Improvement Act (CLIA).
8. The Contractor must have in place a system which allows for verification of all reports by the individual examiner. The final report must contain a verification statement and name of the examiner (i.e. Cytotech and/or Pathologist).
9. The name and address of each individual clinic will be pre-printed on the request slip. A system which allows pre-population of data fields should be utilized.
10. The Laboratory will furnish the Cytology Request Format. The format will include, but not be limited to, space for the following data:
  - Patient's name (last name first)
  - Address of Patient
  - Date of Birth
  - Age of Patient
  - Race of Patient
  - Date of collection of present specimen
  - Patient's ID number
  - Social Security Number
  - Medicaid I.D. number/Private Insurance Information
  - Date of last Pap smear
  - Results of last Pap
  - Lab number of last Pap
  - Date of last menstrual period
  - Specimen source
  - Clinician's comments
  - Clinician's NPI#
  - HPV Testing

- Pap
11. The Cytology Consultation Reports must include, but not be limited to, the following information:
- Name of laboratory
  - Name of Patient (last name first)
  - Date of Birth
  - Patient's I.D. number
  - Social Security Number
  - Race
  - Medicaid I.D. number/Private Insurance Information
  - Name of clinic – Parish and City Located
  - Date of last menstrual period
  - History (example: hysterectomy; previous abnormal Pap, comments submitted by clinician collecting Pap smear)
  - Previous report number
  - Date of Specimen Collection
  - Date of specimen received in Laboratory
  - Date of Report
  - Diagnosis (to be a narrative as well as descriptive in Bethesda system terminology)
  - Comments (from Cytotechnologists/Cytopathologist)
  - Verification of results by Cytotechnologists, Quality Control or Cytopathologist
  - Name of Cytotechnologists, Quality Control or Cytopathologist verifying the results
  - Verification of the report must be done at the time that the Pap smear is diagnosed
  - HPV test result (results may be issued in a separate report or included on the above report)
  - Specimens will be collected by the Contractor from various OPH clinics throughout the state
12. The following reports must be made by the Contractor and available to OPH monthly. Upon contract end the Contractor shall provide the reports to another cytology laboratory of OPH's choosing, at no additional charge.

Clinic Quality Assurance Report - A monthly report including the total number of Paps and the total number of HPV tests, American Society of Colposcopy (ASC) to - Low-grade Squamous Intra-Epithelial Lesion diagnosis (LGSIL) ratio and percentages of all cases reported by diagnosis, including those considered "unsatisfactory" and "no endocervical cells (ECC)" should be completed by the clinic. This report must include the current month summary and a year-to-date tabulation. A separate copy of the Reproductive Health reports must also be submitted to the OPH Reproductive Services Program Manager monthly. However, it must also be provided monthly to each clinic and regional medical director. This consolidated report includes the current monthly activity and a year-to-date tabulation per clinic site.

Clinician Quality Assurance Report - The laboratory must monitor the adequacy of the specimen for each clinic and for each practitioner within the clinic. The report should be by clinic and by clinician. For each clinician it should list total number of Paps, total number of HPV tests, number and percent of ECCs, No ECC's, and unsatisfactory. It should include accession number, clinic type, Patient ID, Patient, date of birth, Analysis [ie Diagnosis, +/- ECC, unsatisfactory reason], date collected and date received by laboratory. It must be provided monthly to each clinic, each regional medical director, and the Reproductive Health

Program Manager. Upon request, a report of these findings must be submitted to the OPH Director of Laboratories.

Abnormal Cytology Report - A list of patients by clinic site, and program type with abnormal or “unsatisfactory” or no ECC findings must be submitted to the respective clinic and the Reproductive Health Program Manager on a monthly basis. This list must include the Patient ID, patients name, age, diagnosis, HPV test result, date of clinic examination, date received and the laboratory accession number. Upon request, a consolidated list of all these findings must be submitted to the OPH Director of Laboratories for the State. The Contractor will provide training necessary for clinical staff in specimen collection and handling.

13. There must be a well-defined, documented, continuous quality control program. This Quality Control program must include but not be limited to the following components:
  - The laboratory must perform Quality Control on at least ten percent (10%) of specimens found to be negative. This quality control must be done at random and “blind”. Blind quality control refers to the Quality Control personnel not having knowledge of the original technologist that diagnosed the case, nor the original diagnosis. In addition to regular quality control, the laboratory must perform quality control on all patients considered to be “high” risk. In this reexamination of specimens, the Cytopathologist or qualified supervisor in Quality Control must not only observe the absence of dysplasia or other serious lesions, but must also examine the slide for the presence or absence of the other cellular components. In addition, all smears considered to be “unsatisfactory” for cytological examination must be quality controlled, verified, and signed by a Cytopathologist. Any discrepancies between the original examination and the re-examination must be documented. All cases diagnosed, and verified and signed by a Cytopathologist. No laboratory reports will go out to any health unit on any day until all of the Quality Control procedures have taken place for that day.
  - A report must be produced which tracks the accuracy of each Cytotechnologist. This report must compare negative findings and the presence or absence of other cellular components to the findings of the daily random and blind quality control reexamination. A comparison report between the Cytotechnologist and the Cytopathologist diagnosis on all findings other than negative findings and “unsatisfactory” cases will also be generated. Upon request, each of these reports will be submitted to the OPH Director of Laboratories and to the Reproductive Health Program Manager. In addition, a computer printout which documents the daily reexamination by the Quality Control Department of a minimum of a ten percent (10%) of negative and all “high risk” cases, and by the Cytopathologist of all findings other than negative findings and “unsatisfactory” Pap smear findings will also be generated. Each of these printouts will be submitted to the OPH Reproductive Health Program Manager and to the OPH Director of Laboratories on a quarterly basis upon request.
  - The laboratory must have a computerized online retrospective search system to automatically establish the mandatory retrospective screening on all cases which show a High Grade Squamous Intra-Epithelial Lesion.
  - All negative reports must be verified and signed by the original Cytotechnologist. All abnormal and “unsatisfactory” reports must be verified and signed by a Board Certified Pathologist.
  - The Laboratory must have an established computerized system for patient follow-up and correlation between cytology and histology. A quarterly report of correlation

between cytology and histology must be submitted electronically to the Reproductive Health Program Manager and to the OPH Director of Laboratories.

- The laboratory must have a computerized “blind” ongoing Peer Review System for Pathologists. Cases for Peer Review must be randomly selected by the computer system.
- The laboratory must have in place a Quality Assurance Committee chaired by a Board Certified Cytopathologist to monitor Cytotechnologist work performance, Pathologist Peer Review, and overall laboratory Quality Control and Quality Assurance programs.
- Upon request, a computer report on workloads per two (2) week interval or per pay period will be generated. Each printout will list the name of each Cytotechnologist with his/her total number of cases screened, total number of hours worked, number of cases screened per hour, and the error rate of each Cytotechnologist. The error rate of each Cytotechnologist must include the number of false negative reports and the failure to report the presence of other cellular components. These reports will be submitted to the Reproductive Health Program Manager and the OPH Director of Laboratories on a quarterly basis upon request.

14. The Contractor shall furnish the following items:

- Specimen Containers and Fluid
- Collection Devices
- Specimen mailers
- Prepaid postage for shipping specimens
- Reorder supply cards or system

See **Appendix F: Current list of OPH Bureau of Family Health Parish Clinics** of this RFP.

**The State reserves the right to add or delete LDH-OPH Bureau of Family Health Parish Clinics if it is in the best interest of the State at no additional cost to the State.**

15. All costs of shipping specimens for screening from clinics to laboratory and mailing reports back to the clinics are to be borne by the Contractor.
16. All specimens must be kept for the minimal time required by CLIA. This will provide opportunities to correlate the exfoliative cytology and histopathology with smears or specimen findings at later times and will permit the mandatory retrospective screening dictated by CLIA 88.
17. The Contractor will be responsible to bill Medicaid directly when the clinic provides the Contractor with the necessary information and patient Medicaid identification number for that purpose.
18. Test screenings should be performed according to Louisiana Reproductive Health Medical Protocols which are determined by national standards from the American Congress of Obstetrician and Gynecologist (ACOG); American Society of Coloposcopy Cervical Pathology (ASCCP); etc.

**Appendix B HIPAA Business Associate Addendum** will become a part of the contract for the successful Proposer.



## **2.3 Price Schedule**

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Appendix A**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.

## **2.4 Location**

Specimens will be shipped from statewide clinic locations to the Contractor. Specimens will be shipped Monday through Friday except for official State holidays or clinic closures.

## **2.5 Proposal Elements**

### **2.5.1 Financial**

Proposal shall include prices per the schedule furnished in **Appendix A**, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

### **2.5.2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution.
- Procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- Adhere to State and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- Shall clearly identify any systems or portions of systems outlined in the proposal response which are considered to be proprietary in nature.
- Provide provisions for customer services plans including personnel assigned, company Organization chart, toll-free numbers and account inquiry information.
- Provide resumes for account managers and key personnel assigned to this project including knowledge and understanding of Quality Control, Professional Practices, Project Supervision, Distribution of Work and Communication Systems.
- Provide a total of three (3) customer references. Two must be for projects completed within the last twenty-four (24) months. References for at least one (1) state government agency or private firm with similar scope services must be included.

- Provide three (3) years of financial statements, preferably audited, including a balance sheet and profit and loss statements, or other appropriate documentation which demonstrates financial solvency to conduct the project.
- All lab results shall be sent as HL7 messages conforming to version 2.3. A sample should be provided to ensure the lab results can be imported properly. Should LDH begin using another version, messages will conform to the new version. Each lab result shall have all components sent as structured data using appropriate code sets (LOINC, SNOMED, etc). The header for each lab result message should contain the CUA number of the laboratory where the test was performed. Final specifications must be pre-approved by LDH in writing.
- Provide a detailed breakdown of how the requested services will be provided defining the functional approach in providing services and identifying the tasks necessary to meet the RFP requirements.
- Provide a training plan for LDH OPH staff regarding sample collection, accessing results and EHR modifications.
- The Proposer will describe how it plans to meet RFP guidelines with regard to timeframe required for testing and reporting of results.
- Provide the method of transportation that will be used for transporting collected specimens from OPH Clinic to Proposer Laboratory facility.
- The Proposer will describe how it plans to ensure that any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Must be compliant with industry standard physical and procedural safeguards {NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
- The Proposer will provide documentation of Standard Operating Procedures that affirm all computers and devices:
  - o Are protected by industry standard virus protection software which is automatically updated on a regular schedule.
  - o Maintain and install all security patches which are relevant to the applicable operating system and any other system software.
  - o Have encryption protection enabled at the Operating System level.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

### **2.5.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:  
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

## **PART III: EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Technical Proposal ( <b>Section 3.1</b> )	48
Financial Proposal ( <b>Section 3.2</b> )	40
Veteran and Hudson Initiative ( <b>Section 3.3</b> )	12
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

**For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### **3.1 Technical Proposal**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the State Evaluation Committee in the evaluation of the technical proposal. Such factors include:

- Proposer Understanding of the Scope of Work and Methodology (18 points)
- Relevant Organization Experience to RFP Services (15 points)
- Personnel Qualifications (15 points)

### **3.2 Financial Proposal**

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.**

The following financial criteria will be evaluated:

Prices proposed by the Proposers shall be submitted on the price schedule furnished in **Appendix A**. All costs associated with meeting the requirements of this RFP must be included in the unit cost. Prices proposed shall be firm for the duration of the Contract.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

**The overall total cost for each Proposer will be the Grand Total Cost.**

**The Grand Total Cost will be the sum of the Total Test Cost for PAP and the Total Test Cost for HPV Test.**

**The Total Test Cost for each Test will be determined by multiplying the estimated yearly quantity by the unit cost.**

A Proposer's base cost score will be based on the cost information provided in **Appendix A** and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where:      BCS = Computed cost score (points) for Proposer being evaluated  
              LPC = Lowest proposed cost of all Proposers  
              PC = Total cost of Proposer being evaluated  
              FPP = Financial Proposal Points

### **3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

- Submit invoices to the Agency monthly to the address designated by the Agency. Invoices must be itemized with total number of specimens screened during the month by clinic location and include details listed in Section **1.41 Payment** in this RFP.
- Submit required quality assurance and cytology reports in a timely manner as stated in **Section 2.2 Deliverables** in this RFP.
- Maintain qualified laboratory personnel approved and accepted by the BFH Medical Director and the OPH Director of Laboratories. The Contractor's Medical Director must be certified in Cytopathology by the American Board of Pathology.
- Complete all tasks involving processing, interpretation, and clinic report preparation within three (3) or five (5) calendar days of the receipt of specimens in the laboratory, by which all reports must be provided to respective clinic locations as detailed in **Section 2.2 Deliverables** in this RFP.
- Furnish necessary supplies for specimen collection, specimen mailers along with mailing labels, prepaid postage and reorder cards to each LDH-OPH BFH clinic location.
- Method of transportation for collected specimens from OPH Clinic to Contractor Laboratory facility.
- Have in place a computer system which produces electronic monthly reports of data and itemized billing per clinic site secured by HIPAA compliant web-based access from each clinic, regional office, and state office. Site and any additional software must be maintained by the Contractor.

### **4.2 Performance Measurement**

- Review monthly invoice received from Contractor, invoices are due to OPH-BFH by the 10<sup>th</sup> of the following month.
- Evaluate the accuracy of the submitted invoices for test totals and pricing.
- Monitor submittal of Clinic and Clinician quality assurance reports and Abnormal Cytology reports.
- Evaluate accuracy of each Cytotechnologist tracking report.
- Evaluate documentation of the Contractor's continuous Quality Control program.
- Monitor the delivery of collected test samples from OPH clinics to the Laboratory.
- Monitor that test results are received in accordance with the contract specifications.
- Monitor all supplies to make sure enough supplies are on hand at all times.

### **4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan.

The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.



**Appendix A: Price Schedule**

<b>TEST</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL TEST COST</b>
PAPANICOLAOU (PAP)	<b>9,100</b>		
HUMAN PAPILLOMAVIRUS REFLEX TESTING (HPV)	<b>4,050</b>		
<b>GRAND TOTAL COST</b>			

The overall total cost for each Proposer will be the Grand Total Cost.

The Grand Total Cost will be the sum of the Total Test Cost for PAP and the Total Test Cost for HPV Test.

The Total Test Cost for each Test will be determined by multiplying the Estimated Annual Quantity by the Unit Cost.

## **Appendix B: HIPAA Business Associate Addendum**

This Business Associate Addendum is hereby made a part of the contract in its entirety as Appendix \_\_\_ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Louisiana Department of Health, ("LDH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.

2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.

"*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.

"*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

3. Contractor is considered a Business Associate of LDH, as contractor either: (A) performs certain functions on behalf of or for LDH involving the use or disclosure of protected individually identifiable health information by LDH to contractor, or the creation or receipt of PHI by contractor on behalf of LDH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for LDH involving the disclosure of PHI.

4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.

5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.

6. Contractor agrees that at termination of the contract, or upon request of LDH, whichever occurs first, contractor will return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of LDH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within three (3) business days of becoming aware of any use or disclosure of PHI, other than as permitted by the contract and Addendum, report such disclosure in writing to the person(s) named in Section 1.4, of the contract.

9. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision.

Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR 164.524.

11. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.

12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on LDH's behalf, Contractor shall, no later than April 20, 2005:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to LDH any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold LDH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by the Contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any material term of this Addendum.

## **Appendix C : Sample Generic Contract**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
Solicitation No. \_\_\_\_\_

**(NAME OF CONTRACT)**

### **1. CONTRACT**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

### **2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)*

### **3. TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for \_\_\_\_\_ additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed \_\_\_\_\_ months.

### **4. DELIVERABLES**

The Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

### **5. PERFORMANCE STANDARDS**

#### **5.1. PERFORMANCE REQUIREMENTS**

#### **5.2. PERFORMANCE MEASUREMENT/EVALUATION**

#### **5.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

## **6. PAYMENT TERMS**

The Contractor agrees to submit invoices for payment on a monthly basis. Upon receipt of the itemized invoices the BFH Program will initiate appropriate action for reimbursement. Each invoice must include the total number of specimens screened during the month by clinic location. The invoice must also include names, identification numbers, and date screened. The monthly invoices are to be sent to the OPH BFH Program.

The Contractor shall be reimbursed in accordance with the Price Schedule set forth in Appendix “\_”. This is a unit price to include liquid-based Pap smears cost and HPV testing cost. OPH BFH will pay for services rendered according to the number of specimens enumerated in the monthly invoice. Laboratory slips and monthly invoices must be submitted by clinic. It is a prerogative of the OPH BFH Program to request from the Contractor proof that an examination on an individual patient was performed.

Invoices will be paid within twenty (20) working days of receipt in Fiscal Services of the properly executed invoice. Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract services. Pap smear screening services provided by the Contractor to the OPH Reproductive Health contractor sites and other Reproductive Health sites in Louisiana which are not within OPH will be billed directly and separately but at the same contract price by the Contractor. OPH will not be responsible for reimbursement for these services.

## **7. TAXES**

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment “\_”** to this Contract. State agencies are exempt from all State and local sales and use taxes.

## **8. LATE PAYMENTS**

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

## **9. TERMINATION**

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **9.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

### **9.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

### **9.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **10. CONTRACT MODIFICATIONS**

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

## **11. OWNERSHIP**

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this Contract.

## **12. USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **13. WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## 14. WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

*No Surreptitious Code Warranty.* Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.



The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **16. INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) \_\_\_\_\_ of the RFP)*. The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

## **17. LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

## **18. SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

## **19. SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **20. SUBSTITUTION OF PERSONNEL**

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **21. ASSIGNMENT**

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **22. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

## **23. CONFIDENTIALITY**

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor

in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

#### **24. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

#### **25. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Dept. of \_\_\_\_\_, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

#### **26. RECORD RETENTION**

The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years after final payment.

#### **27. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

#### **28. CONTRACTOR'S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

#### **29. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special

security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

### **30. COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

### **31. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

### **32. ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **33. CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **34. ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **35. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act

which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **36. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **37. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

### **38. FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **39. HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

### **40. INDEPENDENT ASSURANCES**

The State of Louisiana/*(Insert agency name)* will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for the user agency is operating properly. The assurances provided by the Contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, the audit firm will submit to the State Agency and/or Contractor a final report on controls placed in

operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of this Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

#### **41. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **42. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### **43. ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

STATE AGENCY SIGNATURE:

By: \_\_\_\_\_

Title \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Director of State Procurement

Date: \_\_\_\_\_

## **Appendix D: Insurance Requirements for Contractors**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.



- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

## **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Its Officers, Agents, Employees and Volunteers  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Project or Contract #:

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **Appendix E: Electronic Vendor Payment Solution**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available [by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov](mailto:by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov).

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<b><u>Payment Type</u></b>	<b><u>Will Accept</u></b>	<b><u>Already Enrolled</u></b>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

## **Appendix F: Current list of OPH Bureau of Family Health Parish Clinics**

	<b>Grantee</b>	<b>Louisiana Dept. of Health and Hospitals - Office of Public Health - Bureau of Family Health - Reproductive Health Program</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Area Code</b>
1	Service Site	Acadia Parish Health Unit	1029 Capitol Avenue	Crowley	LA	70526
2	Service Site	Allen Parish Health Unit	145 Hospital Drive	Oakdale	LA	71463
3	Service Site	Assumption Parish Health Unit	158 Highway 1008	Napoleonville	LA	70390
4	Service Site	Avoyelles Parish Health Unit - Bunkie	406 Walnut Street	Bunkie	LA	71322
5	Service Site	Avoyelles Parish Health Unit - Marksville	657 Government Street	Marksville	LA	71351
6	Service Site	Beauregard Parish Health Unit	216 Evangeline Street	Deridder	LA	70634
7	Service Site	Bienville Parish Health Unit- Arcadia	1285 Pine Street	Arcadia	LA	71001
8	Service Site	Bossier Parish Health Unit	3022 Old Minden Road	Bossier City	LA	71112
9	Service Site	Caddo Parish Health Unit	1035 Creswell Avenue	Shreveport	LA	71101
10	Service Site	Calcasieu Parish Health Unit- Lake Charles	3236 Kirkman Street	Lake Charles	LA	70601
11	Service Site	Calcasieu Parish Health Unit-Sulphur	201 Edgar Street	Sulphur	LA	70663
12	Service Site	Caldwell Parish Health Unit	501 East Collins Road	Columbia	LA	71418
13	Service Site	Catahoula Parish Health Unit	200 Third Street	Jonesville	LA	71343
14	Service Site	Claiborne Parish Health Unit	624 West Main Street	Homer	LA	71040
15	Service Site	Concordia Parish Health Unit	905 Mickey Gilley Avenue	Ferriday	LA	71334
16	Service Site	Delgado Personal Health Center	571 North Rampart Street	New Orleans	LA	70112
17	Service Site	Desoto Parish Health Unit	113 Jefferson Street	Mansfield	LA	71052
18	Service Site	East Carroll Parish Health Unit	403 Second Street	Lake Providence	LA	71254
19	Service Site	Evangeline Parish Health Unit	1010 West LaSalle Street	Ville Platte	LA	70586
20	Service Site	Franklin Parish Health Unit	6614 Main Street	Winnsboro	LA	71295
21	Service Site	Grant Parish Health Unit	340-A Webb Smith Drive	Colfax	LA	71417
22	Service Site	Iberia Parish Health Unit	715 B Weldon Street	New Iberia	LA	70560
23	Service Site	Jackson Parish Health Unit	228 Bond Street	Jonesboro	LA	71251

24	Service Site	Jefferson Davis Parish Health Unit	403 Baker Street	Jennings	LA	70546
25	Service Site	Jefferson Parish Health Unit – Marrero	1855 Ames Boulevard	Marrero	LA	70072
26	Service Site	Jefferson Parish Health Unit – Metairie	111 North Causeway Boulevard	Metairie	LA	70001
27	Service Site	Lafayette Parish Health Unit	220 West Willow Street	Lafayette	LA	70501
28	Service Site	Lafourche Parish Health Unit – Galliano	133 West 112th Street	Cut Off	LA	70345
29	Service Site	Lafourche Parish Health Unit - Thibodaux	2535 Veterans Boulevard	Thibodaux	LA	70301
30	Service Site	LaSalle Parish Health Unit	1673 North Second Street	Jena	LA	71342
31	Service Site	Lincoln Parish Health Unit	405 East Georgia Avenue	Ruston	LA	71270
32	Service Site	Livingston Parish Health Unit	20399 Government Boulevard	Livingston	LA	70754
33	Service Site	Madison Parish Health Unit	123 Bailey Road	Tallulah	LA	71282
34	Service Site	Morehouse Parish Health Unit	650 School Road	Bastrop	LA	71220
35	Service Site	Natchitoches Parish Health Unit	625 Bienville Street	Natchitoches	LA	71457
36	Service Site	Ouachita Parish Health Unit	1650 Desiard Street	Monroe	LA	71201
37	Service Site	Pointe Coupee Parish Health Unit	282-B Hospital Road	New Roads	LA	70760
38	Service Site	Rapides Parish Health Unit	5604-A Coliseum Boulevard	Alexandria	LA	71303
39	Service Site	Red River Parish Health Unit	2015 Red Oak Road	Coushatta	LA	71019
40	Service Site	Richland Parish Health Unit	21 Lynn Gayle Robertson Road	Rayville	LA	71269
41	Service Site	Sabine Parish Health Unit	1230 West Louisiana	Many	LA	71449
42	Service Site	St. James Parish Health Unit	29170 Health Unit Street	Vacherie	LA	70090
43	Service Site	St. John Parish Health Unit	473 Central Avenue	Reserve	LA	70084
44	Service Site	St. Landry Parish Health Unit	308 West Bloch Street	Opelousas	LA	70750
45	Service Site	St. Martin Parish Health Unit	303 West Port Street	St Martinville	LA	70582
46	Service Site	St. Mary Parish Health Unit	1200 David Drive	Morgan City	LA	70380
47	Service Site	Tangipahoa Parish Health Unit - Hammond	15481 West Club Deluxe Road	Hammond	LA	70403
48	Service Site	Terrebonne Parish Health Unit	600 Polk Street	Houma	LA	70360
49	Service Site	Union Parish Health Unit	1002 Marion Highway	Farmerville	LA	71241
50	Service Site	Vermilion Parish Health Unit	2501 West Charity Street	Abbeville	LA	70510

51	Service Site	Vernon Parish Health Unit	406 West Fertitta Boulevard	Leesville	LA	71446
52	Service Site	Washington Parish Health Unit - Bogalusa	626 Carolina Avenue	Bogalusa	LA	70427
53	Service Site	Washington Parish Health Unit - Franklinton	120 Eleventh Street	Franklinton	LA	70438
54	Service Site	Webster Parish Health Unit - Minden	1200 Homer Road	Minden	LA	71055
55	Service Site	Webster Parish Health Unit - Springhill	110 June Anthony	Springhill	LA	71075
56	Service Site	West Carroll Parish Health Unit	402 Beale Street	Oak Grove	LA	71263
57	Service Site	Winn Parish Health Unit	301 West Main Street	Winnfield	LA	71483

**Appendix G: Intergy Specifications**

**HL7 Order Interface Specification**

**(ORM)**

## 1. HL7 Order Specification

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### 1.1. Overview & Disclaimer

*This document is intended to describe methodology for sharing of data between to Health Information Systems. The Office of Public Health (“OPH”) may agree to adjustment(s) to the specification as long as it meets the minimum requirements of the awarded contract. OPH will make the final determination of any requested changes.*

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### 1.2. HL7 Message Encoding Rules

*In constructing a message, certain special characters are used to delineate data fields. The delimiter values used in the MSH segment are the delimiter values used throughout the entire message. Data fields containing encoding characters will use the appropriate HL7 escape sequence*

*Message*

*Delimiters*

*OPH EHR expects that all data fields will be void of any HL7 encoding character. If it is necessary to send these special characters, they should be sent as stated below:*

Delimiter	Description	Usage	HL7 formatting character
	Field Separator	Separates two adjacent data fields. Also separates the segment ID from the first data field in the segment.	\F\
^	Component separator	Separates adjacent components of a data field.	\S\
~	Repetition separator	Separates multiple occurrences of a field where allowed.	\R\
&	Subcomponent separator	Separates adjacent sub-components of data fields, where allowed. If there are no sub-components, this character may be omitted.	\T\
\	Escapes character	Escape character for use with any field represented by a ST, TX or FT data type, or for use with the data (fourth) component of the ED data type. If no escape characters are used in a message, this character may be omitted. However, it must be present if sub-components are used in the message.	\E\

---

### 1.3. Sending & Receiving of Messages

*The preferred network communications protocol for the Clinical Exchange is a standard HL7 interface is a real-time interface utilizing TCP/IP. TCP/IP provides a robust network protocol that ensures reliable transport of messages using HL7 Minimal Lower Layer protocol (MLLP) over VPN. SFTP is also supported.*



*LDH Office of Public Health will make final determination of communication methods with the selected vendor. OPH EHR also supports FTP and SFTP of messages between systems. OPH EHR uses an interface engine to provide connectivity and handle all communication (also performs audits and error checking) for data exchange between sending and receiving systems.*

## **1.4. Message Types - OPH EHR Standard Message Structure**

*The message types supported for orders are the Order Messages (**ORM**) and the General Acknowledgement message (**ACK**).*

*Square brackets (“[ ]”) indicate that a segment is optional. Curly braces (“{ }”) indicate that a segment may repeat. Segments that are not surrounded by brackets are required.*

The General Acknowledgment (ACK) message will be transmitted by the receiving application in response to the safe delivery of the message. Receipt of the ACK message with an ‘AA’ Acknowledgment Code indicates that the receiving system has safely received the application message and the sending system can continue to transmit the next message.

### **General Order Messages (ORM):**

<b>ORM</b>	<b>Order</b>
MSH	Message Header - required, non-repeating
PID	Patient Identification - required, non-repeating
[PV1]	Patient Visit– optional, non-repeating
{ [NTE] }	Notes and comments – optional, repeating
{ [IN1] }	Insurance Information – optional, repeating
{ [IN2] }	Insurance Additional Info – optional, repeating
[GT1]	Guarantor Information – optional, non-repeating
ORC	Common Order - required, non-repeating
{OBR}	Observation Request - required, repeating
{ [DG1] }	Diagnosis – optional, repeating
{ [OBX] }	Observation Result - optional, repeating

Note: The above abstract ORM message definition is a modification of the HL7 Standard abstract ORM message. The EHR supports only one ORC segment followed by multiple OBR segment groups.

### General Acknowledgment (ACK):

ACK	Acknowledgement
MSH	Message Header - required, non-repeating
MSA	Message Acknowledgement – required, non-repeating

### 1.5. Sample Message

```
MSH|^~\&|H_Dx|93010230|CORPLABID|REGLABID|20100225155500||ORM^O01|1510262.0000|P|2.3.1|
PID|1||12345||LASTNAME^PATIENT||19770301|F||100                                EAST                                MAIN
ADDRESS^^ATLANTA^GA^30350||^646^5465465|||||11111111|||||
NTE|1|P|PLEASE CALL RESULTS TO PATIENT
IN1|1||AEMN^^^^^REGLABID|AETNA                                US                                HEALTHCARE|P.O.                                BOX
51210^^MINNEAPOLIS^MN^55402||^800^2386221|3331313|||||OTHER|INSURED^MOTHER|32||33                                FIRST
AVE^APT 5^ATLANTA^GA^30356||1|||||4435222
GT1|1||LASTNAME^GUARANTOR||1332 W. CUMBERLAND^^ATLANTA^GA^30350|^646^5465465||||65
ORC|NW|0000072^H_Dx|||||20100225154000||193010230^DOCTOR^DANIEL^^^^^^^^^NPI~101010^DOCTOR^DAN
IEL^^^^^^^^^U~ABC123^DOCTOR^DANIEL^^^^^^^^^UPIN
OBR|1|0000072^H_Dx||005009^CBC                                WITH
DIFFERENTIAL|PLATELET^LAB2||20100225153500|||||193010230^DOCTOR^DANIEL^^^^^^^^^NPI~101010^D
OCTOR^DANIEL^^^^^^^^^U~ABC123^DOCTOR^DANIEL^^^^^^^^^UPIN |||||^^^^R
DG1|1||11121^OTH AND UNS DERMATOMYCOSIS^I9C
DG1|2||22231^BENIGN NEOPLASM OF MALE GENITAL ORGANS^I9C
DG1|3||33341^OTH EXTRAPYRAMIDAL DZ-ABNORMAL MOVEMENT DISORDER^I9C
DG1|4||44451^ARTERIAL EMBOLISM AND THROMBOSIS^I9C
OBR|2|0000072^H_Dx||005342^PROTIME^LAB2||20100225153500|||||193010230^DOCTOR^DANIEL^^^^^^^^^
^NPI~101010^DOCTOR^DANIEL^^^^^^^^^U~ABC123^DOCTOR^DANIEL^^^^^^^^^UPIN|||||^^^^R
DG1|1||11121^OTH AND UNS DERMATOMYCOSIS^I9C
DG1|2||22231^BENIGN NEOPLASM OF MALE GENITAL ORGANS^I9C
DG1|3||33341^OTH EXTRAPYRAMIDAL DZ-ABNORMAL MOVEMENT DISORDER^I9C
DG1|4||44451^ARTERIAL EMBOLISM AND THROMBOSIS^I9C
```

## 1.6. Guide to Tables

The following tables define the fields within each segment. The table columns represent:

Column	Label	Contents
1	Field	Sequence of field in the segment
2	Element Name	HL7 name of the field
3	Comment	Further describes the field (if necessary)
4	Length	OPH EHR Clinical Exchange defined length for the field
5	R/O	OPH EHR Clinical Exchange defined optionality of the field: R = Required O = Optional N = Not part of the standard OPH EHR orders interface; if the field is needed, custom changes may be required

*Fields in the segment tables within angle brackets are to be replaced with data from the sending system. Items without angle brackets are constants that should appear in the output as they appear below. For ease of reading, the carets ( ^ ), which separate components of fields, are shown with a space between them and the field, and with a space between adjacent carets. THESE SPACES SHOULD NOT BE A PART OF THE RECORD! In a few cases, there is a single field that repeats (for example, Ordering Provider in OBR-16). In those cases, the repeating fields should follow the same format as is specified; each instance should be separated from the preceding one by a tilde (~). Segments should be ended by a carriage return (0x0D), and records should be ended by a newline (0x0A).*

## 1.7. Segment Definitions – HL7 Order Message (ORM)

### MSH – Message Header

The MSH segment defines the intent, source, destination and some specifics of the syntax of the message. The MSH segment is required in all messages.

Field	Element Name	Comment	Length	R/O
MSH-00	Segment Type ID	Constant: <b>MSH</b>	3	R
MSH-01	Field Separator	Constant:   (vertical bar)	1	R
MSH-02	Encoding Characters	Constant: ^~\& (carat, tilde, reverse slash, ampersand)	4	R
MSH-03	Sending Application	Constant: <b>H_DX</b>	30	R
MSH-04	Sending Facility	<ordering client/site identifier>	30	R
MSH-05	Receiving Application	<corporate lab/hospital identifier> This is the acronym that has been designated to identify the parent laboratory/hospital organization for this project	12	R
MSH-06	Receiving Facility	<regional lab/hospital identifier> This is the acronym that has been designated to identify the child laboratory/hospital organization for this project	12	R
MSH-07	Date/Time of Message	<YYYYMMDDHHMM>	14	R
MSH-08	Security	<PORT>^<Clinician ORB>^<TYPE> The Security Field is used for validation.		O
MSH-09	Message Type	Constant: <b>ORM^O01</b>	7	R
MSH-10	Message Control ID	<unique value>	20	R
MSH-11	Processing ID	<P or T> P = Production T = Testing	1	R
MSH-12	Version ID	Constant: <b>2.3</b>	8	R
MSH-13	Sequence Number			N

Field	Element Name	Comment	Length	R/O
MSH-14	Continuation pointer			N
MSH-15	Accept Acknowledgment Type			N
MSH-16	Application Acknowledgment Type			N
MSH-17	Country code			N
MSH-18	Character Set			N
MSH-19	Principal Language of Message			N
MSH-20	Alternate Character Set Handling Scheme			N

### PID – Patient Identification

*The PID segment is the primary means of communicating patient identification information. The PID segment is required.*

Field	Element Name	Comment	Length	R/O
PID-00	Segment Type ID	Constant: <b>PID</b>	3	R
PID-01	Set ID – Patient ID	<sequence number>	4	R
PID-02	Patient ID (External ID)	If MPI present, unique identifier will be sent. <ID> ^ ^ ^ ^ <identifier type> ^ <assigning facility>	20	
		3.1 <ID>		R
		3.5 <identifier type code>		O
		3.6 <assigning facility>		O
PID-03	Patient Identifier List	<ID> ^ ^ ^ ^ <identifier type> ^ <assigning facility>	20	
		3.1 <ID>		R
		3.5 <identifier type code>		O
		3.6 <assigning facility>		O
PID-04	Alternate Patient ID	If MPI present, Emden person identifier (objid) will be sent.	20	O
PID-05	Patient Name	<last> ^ <first> ^ <middle> ^ <suffix>	95	
		5.1 <last>	30	R
		5.2 <first>	30	R
		5.3 <middle>	30	O
		5.4 <suffix>	5	O
PID-06	Mother's Maiden Name			N

Field	Element Name	Comment	Length	R/O
PID-07	Date of Birth	<YYYYMMDD>	8	R
PID-08	Sex	<M, F, O, U, A, N>	1	R
PID-09	Patient Alias			N
PID-10	Race	CODE^DESCRIPTION^SOURCE	80	O
PID-11	Patient Address	<street_address> ^ <address 2> ^ <city> ^ <state> ^ <zip>	96	
		11.1 <street_address>	30	O
		11.2 <address 2>	30	O
		11.3 <city>	25	O
		11.4 <state>	2	O
		11.5 <zip>	9	O
PID-12	County Code			N
PID-13	Phone Number – Home	Format options: Component 1 with no formatting characters: NNNNNNNNNN or NNNNNNNNNN^PRN^PH^^^<area code>^ <phone number>	10	
		<area code>	3	O
		<phone number>	7	O
PID-14	Phone Number – Business			N
PID-15	Primary Language	CODE^DESCRIPTION^SOURCE NOTE: CODE = DESCRIPTION	60	O
PID-16	Marital Status			N
PID-17	Religion			N
PID-18	Patient Account Number	POPULATED FOR HOSPITALS UTILIZING AN ADT INTERFACE.	20	O
PID-19	SSN - Patient	<ssn> No dashes in SSN	9	O
PID-20	Driver's License Number - Patient			N
PID-21	Mother's Identifier			N
PID-22	Ethnic Group	CODE^DESCRIPTION^SOURCE	20	O
PID-23	Birth Place			N
PID-24	Multiple Birth Indicator			N
PID-25	Birth Order			N
PID-26	Citizenship			N
PID-27	Veterans Military Status			N
PID-28	Nationality			N

Field	Element Name	Comment	Length	R/O
PID-29	Patient Death Date and Time			N
PID-30	Patient Death Indicator			N

## PV1 – Patient Visit

The PV1 segment is used by Registration/Patient Administration applications to communicate information on a visit-specific basis. The PV1 segment is optional.

Field	Element Name	Comment	Length	R/O
PV1-00	Segment Type ID	Constant: <b>PV1</b>	3	R
PV1-01	Set ID	<sequence number>	1	R
PV1-02	Patient Class	Not sent.		N
PV1-18	Patient Type	Outbound: Non-supported field. OPH EHR can default to one value (hard-coded in Cloverleaf interface)		N
PV1-19	Encounter ID	Outbound: Non-supported field  Patient Encounter (visit) from ADT inbound from Hospital system.	20	O
PV1-20	Financial Class	Outbound: P or T or C P = Patient Bill T = Third Party Bill C = Client Bill (Non-standard Use) Inbound: Non-supported field	1	O

## IN1 - Insurance.

The IN1 segment contains insurance policy coverage information necessary to produce patient and insurance bills

Field	Element Name	Comment	Length	R/O
IN1-00	Segment type ID	Constant: <b>IN1</b>	3	R
IN1-01	Set ID - Insurance	<Sequential number from 1 to 3 for each IN1 segment>	1	R
IN1-02	Insurance Plan ID	Plan Identifier (from patient chart) *only 15 alpha, 60+ numeric	60	O
IN1-03	Insurance Co ID	<ID> ^ ^ ^ ^ ^ <regional lab/hospital identifier>	42	
		3.1 <ID> (billcode)	30	R
		3.6 <regional lab/hospital identifier>	12	R
IN1-04	Insurance Co Name	<insurance co. name>	40	R

Field	Element Name	Comment	Length	R/O
IN1-05	Insurance Co Address	<street_address> ^ <address_2> ^ <city> ^ <state> ^ <zip>	96	
		5.1 <street_address>	30	R
		5.2 <address_2>	30	O
		5.3 <city>	25	R
		5.4 <state>	2	R
		5.5 <zip>	9	R
IN1-06	Insurance Co Contact Person			N
IN1-07	Insurance Co Phone Number	Format options: Component 1 with no formatting characters: NNNNNNNNNN or ^ ^ ^ ^ ^ <area code> ^ <phone number>	10	
		<area code>	3	O
		<phone number>	7	O
IN1-08	Group Number	Primary Group Number <group id>	15	O
IN1-09	Group Name	Group Name	130	O
IN1-10	Insured's Group Emp ID	Employee ID (Patient Chart)	12	O
IN1-11	Insured's Group Emp Name	Employer Name (Patient Chart)	130	O
IN1-12	Plan Effective Date		8	O
IN1-13	Plan Expiration Date		8	O
IN1-14	Authorization Information			N
IN1-15	Plan Types	Valid values: Medicare Other	15	R
IN1-16	Name of Insured	<last> ^ <first> ^ <middle> ^ <suffix>	95	
		16.1 <last>	30	R
		16.2 <first>	30	R
		16.3 <middle>	30	O
		16.4 <suffix>	5	O
IN1-17	Patient's Relationship to Insured	<code> Values to be sent are in Table 1.10.1	2	R
IN1-18	Insured's Date of Birth	<YYYYMMDD>	8	O
IN1-19	Insured's Address	<street_address> ^ <address_2> ^ <city> ^ <state> ^ <zip>	96	
		19.1 <street_address>	30	R
		19.2 <address_2>	30	R

Field	Element Name	Comment	Length	R/O
		19.3 <city>	25	R
		19.4 <state>	2	R
		19.5 <zip>	9	R
IN1-20	Assignment of Benefits			N
IN1-21	Coordination of Benefits			N
IN1-22	Coordination of Benefits Priority	<number> 1 = Primary Payer 2 = Secondary Payer 3 = Tertiary Payer	1	R
IN1-23	Notice of Admission Code			N
IN1-24	Notice of Admission Date			N
IN1-25	Rpt of Eligibility Code			N
IN1-26	Rpt of Eligibility			N
IN1-27	Release Information Code			N
IN1-28	Pre-admit Certification (PAC)			N
IN1-29	Verification Date/Time			N
IN1-30	Verification By			N
IN1-31	Type of Agreement Code			N
IN1-32	Billing Status			N
IN1-33	Lifetime Reserve Days			N
IN1-34	Delay Before L.R. Day			N
IN1-35	Company Plan Code			N
IN1-36	Policy Number	<policy id>	30	R
IN1-37	Policy Deductible			N
IN1-38	Policy Limit - Amount			N
IN1-39	Policy Limit - Days			N
IN1-40	Room Rate Semi-Private			N
IN1-41	Room Rate Private			N
IN1-42	Insured's Employment Status	From Patient Chart – Employment Status	60	O
IN1-43	Insured's Sex	<M, F, or U>	1	O
IN1-44	Insured's Employer Address	From Patient Chart – Employer Address	106	O
IN1-45	Verification Status			N
IN1-46	Prior Insurance Plan ID			N
IN1-47	Coverage Type			N
IN1-48	Handicap			N



Field	Element Name	Comment	Length	R/O
IN1-49	Insured's ID Number			N

## IN2 – Insurance Additional Information

The IN2 segment contains additional insurance policy coverage and benefit information necessary for proper billing and reimbursement.

Field	Element Name	Comment	Length	R/O
IN2-00	Segment type ID	Constant: <b>IN2</b>	3	R
IN2-01	Insured's Employee ID		N	N
IN2-02	Insured's Social Security Number	<ssn> No dashes in SSN	9	O
IN2-03	Insured's Employer's Name and ID			N
IN2-04	Employer Information Data			N
IN2-05	Mail Claim Party			N
IN2-06	Medicare Health Ins Card Number			N
IN2-07	Medicaid Case Name			N
IN2-08	Medicaid Case Number			N
IN2-09	Military Sponsor Name			N
IN2-10	Military ID Number			N
IN2-11	Dependent Of Military Recipient			N
IN2-12	Military Organization			N
IN2-13	Military Station			N
IN2-14	Military Service			N
IN2-15	Military Rank/Grade			N
IN2-16	Military Status			N
IN2-17	Military Retire Date			N
IN2-18	Military Non-Avail Cert On File			N
IN2-19	Baby Coverage			N
IN2-20	Combine Baby Bill			N
IN2-21	Blood Deductible			N
IN2-22	Special Coverage Approval Name			N
IN2-23	Special Coverage Approval Title			N

Field	Element Name	Comment	Length	R/O
IN2-24	Non-Covered Insurance Code			N
IN2-25	Payor ID			N
IN2-26	Payor Subscriber ID			N
IN2-27	Eligibility Source			N
IN2-28	Room Coverage Type/Amount			N
IN2-29	Policy Type/Amount			N
IN2-30	Daily Deductible			N
IN2-31	Living Dependency			N
IN2-32	Ambulatory Status			N
IN2-33	Citizenship			N
IN2-34	Primary Language			N
IN2-35	Living Arrangement			N
IN2-36	Publicity Code			N
IN2-37	Protection Indicator			N
IN2-38	Student Indicator			N
IN2-39	Religion			N
IN2-40	Mother's Maiden Name			N
IN2-41	Nationality			N
IN2-42	Ethnic Group			N
IN2-43	Marital Status			N
IN2-44	Insured's Employment Start Date			N
IN2-45	Insured's Employment Stop Date			N
IN2-46	Job Title			N
IN2-47	Job Code/Class			N
IN2-48	Job Status			N
IN2-49	Employer Contact Person Name			N
IN2-50	Employer Contact Person Phone Number			N
IN2-51	Employer Contact Reason			N
IN2-52	Insured's Contact Person's Name			N
IN2-53	Insured's Contact Person Phone Number			N
IN2-54	Insured's Contact Person Reason			N

Field	Element Name	Comment	Length	R/O
IN2-55	Relationship To The Patient Start Date			N
IN2-56	Relationship To The Patient Stop Date			N
IN2-57	Insurance Co. Contact Reason			N
IN2-58	Insurance Co. Contact Phone Number			N
IN2-59	Policy Scope			N
IN2-60	Policy Source			N
IN2-61	Patient Member Number			N
IN2-62	Guarantor's Relationship To Insured			N
IN2-63	Insured's Phone Number - Home	Format options: Component 1 with no formatting characters: NNNNNNNNNN or ^ ^ ^ ^ ^ <area code> ^ <phone number>	10	
		<area code>	3	O
		<phone number>	7	O
IN2-64	Insured's Employer Phone Number			N
IN2-65	Military Handicapped Program			N
IN2-66	Suspend Flag			N
IN2-67	Copay Limit Flag			N
IN2-68	Stoploss Limit Flag			N
IN2-69	Insured Organization Name and ID			N
IN2-70	Insured Employer Organization Name and ID			N
IN2-71	Race			N
IN2-72	HCFA Patient's Relationship to Insured			N

## GT1 – Guarantor

The GT1 segment contains guarantor (the person with financial responsibility for payment of a patient account) data for patient and insurance billing. The guarantor segment is optional.

Field	Element Name	Comment	Length	R/O
GT1-00	Segment type ID	Constant: <b>GT1</b>	3	R
GT1-01	Set ID – Guarantor	<sequence number>	1	R
GT1-02	Guarantor Number			N
GT1-03	Guarantor Name	<lastname> ^ <firstname> ^ <middlename>	90	
		3.1 <lastname>	30	R
		3.2 <firstname>	30	R
		3.3 <middlename>	30	O
GT1-04	Guarantor Spouse Name			N
GT1-05	Guarantor Address	<street _address> ^ <address_2> ^ <city> ^ <state> ^ <zip>	96	
		5.1 <street _address>	30	R
		5.2 <address_2>	30	O
		5.3 <city>	25	R
		5.4 <state>	2	R
		5.5 <zip>	9	R
GT1-06	Guarantor Phone Num - Home	Format options: Component 1 with no formatting characters: NNNNNNNNNN or ^ ^ ^ ^ ^ <area code> ^ <phone number>	10	
		<area code>	3	R
		<phone number>	7	R
GT1-07	Guarantor Phone Num - Business			N
GT1-08	Guarantor Date of Birth	<YYYYMMDD>	8	O
GT1-09	Guarantor Sex	<M, F, or U>	1	O
GT1-10	Guarantor Type			N
GT1-11	Guarantor Relationship	<code> Values to be sent are in Table 1.10.1	2	R
GT1-12	Guarantor SSN	<ssn> No dashes in SSN	9	O
GT1-13	Guarantor Date - Begin			N
GT1-14	Guarantor Date - End			N
GT1-15	Guarantor Priority			N

Field	Element Name	Comment	Length	R/O
GT1-16	Guarantor Employer Name			N
GT1-17	Guarantor Employer Address			N
GT1-18	Guarantor Employer Phone Number			N
GT1-19	Guarantor Employee ID Number			N
GT1-20	Guarantor Employment Status			N
GT1-21	Guarantor Organization			N
GT1-22	Guarantor Billing Hold Flag			N
GT1-23	Guarantor Credit Rating Code			N
GT1-24	Guarantor Death Date and Time			N
GT1-25	Guarantor Death Flag			N
GT1-26	Guarantor Charge Adjustment Code			N
GT1-27	Guarantor Household Annual Income			N
GT1-28	Guarantor Household Size			N
GT1-29	Guarantor Employer ID Number			N
GT1-30	Guarantor Marital Status Code			N
GT1-31	Guarantor Hire Effective Date			N
GT1-32	Employment Stop Date			N
GT1-33	Living Dependency			N
GT1-34	Ambulatory Status			N
GT1-35	Citizenship			N
GT1-36	Primary Language			N
GT1-37	Living Arrangement			N
GT1-38	Publicity Indicator			N
GT1-39	Protection Indicator			N
GT1-40	Student Indicator			N
GT1-41	Religion			N
GT1-42	Mother's Maiden Name			N
GT1-43	Nationality			N
GT1-44	Ethnic Group			N
GT1-45	Contact Person's Name			N
GT1-46	Contact Person's Telephone Number			N
GT1-47	Contact Reason			N

Field	Element Name	Comment	Length	R/O
GT1-48	Contact Relationship			N
GT1-49	Job Title			N
GT1-50	Job Code/Class			N
GT1-51	Guarantor Employer's Organization Name			N
GT1-52	Handicap			N
GT1-53	Job Status			N
GT1-54	Guarantor Financial Class			N
GT1-55	Guarantor Race			N

### ORC - Common Order

*The ORC segment contains data that is common to all orders under a single PID segment. The ORC segment is required.*

Field	Element Name	Comment	Length	R/O
ORC-00	Segment Type ID	Constant: <b>ORC</b>	3	R
ORC-01	Order Control	Valid values: NW = New Order CA = Order Cancel Request	2	R
ORC-02	Placer Order Number	<requisition number> ^ <assigning application> Assigning application will be a constant = <b>H_DX</b> if OPH EHR Clinical Exchange assigned the requisition number; otherwise component 2 will be null	42	
		2.1 <requisition number>	30	R
		2.2 Constant: <b>H_DX</b>	12	O
ORC-03	Filler Order Number			N
ORC-04	Placer Group Number			N
ORC-05	Order Status			N
ORC-06	Response Flag			N
ORC-07	Quantity/Timing			N
ORC-08	Parent			N
ORC-09	Date/Time of Transaction	<YYYYMMDDHHMM>	12	R
ORC-10	Entered By		120	O
ORC-11	Verified By			N

Field	Element Name	Comment	Length	R/O
ORC-12	Ordering Provider	<ID> ^ <last> ^ <first> ^ <middle> ^ ^ ^ ^ ^ ^ ^ ^ ^ <identifier type>	124	
		Valid identifier types: NPI = NPI U = Unidentified UPIN = UPIN May repeat if there are multiple identifiers Repetitions should be separated by a tilde (~). If there are multiple identifiers they will be sent in the following order: NPI U UPIN		
		12.1 <id> Physician identifier	30	R
		12.2 <last> Physician last name	30	R
		12.3 <first> Physician first name	30	R
		12.4 <middle> Physician middle name	30	O
		12.13 <identifier type> NPI, U, UPIN	4	R
ORC-13	Enterer's Location			N
ORC-14	Call Back Phone Number	^^ PH ^^ ^ <area code> ^ <phone number> ~ ^^ FX ^^ ^ <area code> ^ <phone number> Call Back Phone Number and/or Fax Phone Number If both Call To and Fax To phone numbers are valued, they will be separated by ~	24	
		14.3 Constant = <b>PH</b>	2	O
		14.6 <area code>	3	O
		14.7 <phone number>	7	O
		14.3 Constant = <b>FX</b> (second repetition)	2	O
		14.6 <area code> (second repetition)	3	O
		14.7 <phone number> (second repetition)	7	O
ORC-15	Order Effective Date/Time			N
ORC-16	Bill Type (Order Control Code Reason)	<P or T or C> NOTE: Not standard usage for this field  Bill Type for this order: P=Patient Bill T=Third Party Bill C=Client Bill	1	R
ORC-17	Entering Organization			N

Field	Element Name	Comment	Length	R/O
ORC-18	Entering Device			N
ORC-19	Action By			N
ORC-20	Advanced Beneficiary Notice Code			N
ORC-21	Ordering Facility Name		60	O
ORC-22	Ordering Facility Address		106	O
ORC-23	Ordering Facility Phone Number			N
ORC-24	Ordering Provider Address			N

### OBR - Observation Request

*The OBR segment is used to transmit information specific to an order. One OBR segment will be transmitted for each order code..*

Field	Element Name	Comment	Length	R/O
OBR-00	Segment Type ID	Constant: <b>OBR</b>	3	R
OBR-01	Set ID - Observation Request	<sequence number>	4	R
OBR-02	Placer Order Number	<requisition number> ^ <assigning application> NOTE: Assigning application will be a constant = <b>H_DX</b> unless there is NameSpace defined by the labcfg "ORC/OBR-2 Namespace ID"	42	R
		2.1 <requisition number>	30	R
		2.2 Constant: <b>H_DX</b>	12	O
OBR-03	Filler Order Number			N
OBR-04	Universal Service ID	<order code> ^ <description> ^ <regional lab/hospital identifier>	108	
		4.1 <order code>	32	R
		4.2 <description>	64	R
		4.3 <regional lab/hospital identifier>	12	R
OBR-05	Priority	<priority code> STAT indicator	40	O
OBR-06	Requested Date/Time			N
OBR-07	Observation Date/Time	<YYYYMMDDHHMM> Collection date/time	12	R
OBR-08	Observation End Date/ Time			N
OBR-09	Collection Volume			N
OBR-10	Collector Identifier			N



Field	Element Name	Comment	Length	R/O
OBR-11	Specimen Action Code			N
OBR-12	Danger Code			N
OBR-13	Relevant Clinical Info	Fasting information Freetext field in OPH EHR Clinical Exchange	5	O
OBR-14	Specimen Received Date /Time			N
OBR-15	Specimen Source	NOTE: Populated from master files SOURCE field.	300	O
OBR-16	Ordering Provider	<ID> ^ <last> ^ <first> ^ <middle> ^ ^ ^ ^ ^ ^ ^ ^ <identifier type>  Valid identifier types: NPI = NPI U = Unidentified UPIN = UPIN  May repeat if there are multiple identifiers Repetitions should be separated by a tilde (~). If there are multiple identifiers they will be sent in the following order: NPI U UPIN	124	
		16.1 <id> Physician identifier	30	R
		16.2 <last> Physician last name	30	R
		16.3 <first> Physician first name	30	R
		16.4 <middle> Physician middle name	30	O
		16.13 <identifier type> NPI, U, UPIN	4	R
OBR-17	Order Callback Phone Number			N
OBR-18	Placer Field 1 (used for Copy-to Addresses)	<street_address> ^ <address_2> ^ <city> ^ <state> ^ <zip> ^ <b>PH</b> ^ <phone number unformatted> ^ <b>FX</b> ^ <fax number unformatted> This field may repeat. Repetitions will be separated by a tilde (~). Order of addresses should match order of copy-to caregivers (OBR-28) such that the first address is for the first caregiver, etc.	120 (per repetition)	
		18.1 <street_address>	30	O
		18.2 <address_2>	30	O
		18.3 <city>	25	O
		18.4 <state>	2	O
		18.5 <zip>	9	O
		18.6 Constant: <b>PH</b>	2	O
		18.7 <phone number unformatted>	10	O

Field	Element Name	Comment	Length	R/O
		18.8 Constant: FX	2	O
		18.9 <phone number unformatted>	10	O
OBR-19	Placer Field 2	<abn produced> Flags that depict whether an ABN signature form was produced and/or signed See Table 1.10.2	1	O
OBR-20	Filler Field 1			N
OBR-21	Filler Field 2			N
OBR-22	Results Rpt/Status Change Date/Time			N
OBR-23	Charge to Practice			N
OBR-24	Diagnostic Serv Sect ID	<diag_service_id> Department Code/Category (i.e., MB = Microbiology, RAD = Radiology)	15	O
OBR-25	Result Status			N
OBR-26	Parent Result			N
OBR-27	Quantity/Timing	^ ^ ^ ^ ^ <priority code> Default = N (Routine)/Y(Stat)	40	R
OBR-28	Result Copies To	<Physician id> ^ <last> ^ <first> ^ <middle> ^ <suffix>  This field may repeat. Additional copy-to caregivers will be separated by a tilde (between the end of the previous suffix and the start of the next ID)  Copy To address will be sent in OBR-18 in a one-to-one relationship with the names included in this field	125 (Per Repeti-tion)	
		28.1 <Physician id>	30	O
		28.2 <last>	30	O
		28.3 <first>	30	O
		28.4 <middle>	30	O
		28.5 <suffix>	5	O
OBR-29	Parent Number			N
OBR-30	Transportation Mode			N
OBR-31	Reason for Study			N
OBR-32	Principal Result Interpreter			N
OBR-33	Assistant Result Interpreter			N

Field	Element Name	Comment	Length	R/O
OBR-34	Technician			N
OBR-35	Transcriptionist			N
OBR-36	Scheduled Date/Time			N
OBR-37	Number of Sample Containers			N
OBR-38	Transport Logistics of Collected Sample			N
OBR-39	Collector's Comment			N
OBR-40	Transport Arrangement Responsibility			N
OBR-41	Transport Arranged			N
OBR-42	Escort Required			N
OBR-43	Planned Patient Transport Comment			N
OBR-44	Procedure Code			N
OBR-45	Procedure Code Modifier			N

### DG1 - Diagnosis

The DG1 segment contains patient diagnosis information. The DG1 segment is optional.

Field	Element Name	Comment	Length	R/O
DG1-00	Segment type ID	Constant: <b>DG1</b>	3	R
DG1-01	Set ID - Diagnosis	<sequential number starting at 1>	2	R
DG1-02	Diagnosis Coding Method			N
DG1-03	Diagnosis Code	<ICD-9 Code> ^ <description> ^ <type>	85	
		3.1 <ICD-9 Code>	6	R
		3.2 <description>	76	R
		3.3 <b>I9C or I10C</b>	3	R
DG1-04	Diagnosis Description			N
DG1-05	Diagnosis Date/Time			N
DG1-06	Diagnosis/DRG Type			N
DG1-07	Major Diagnostic Category			N
DG1-08	Diagnostic Related Group			N
DG1-09	DRG Approval Indicator			N
DG1-10	DRG Grouper Review Code			N

DG1-11	Outlier Type			N
DG1-12	Outlier Days			N
DG1-13	Outlier Cost			N
DG1-14	Grouper Version and Type			N
DG1-15	Diagnosis/DRG Priority			N
DG1-16	Diagnosing Clinical Exchange			N
DG1-17	Diagnosis Classification			N
DG1-18	Confidential Indicator			N
DG1-19	Attestation Date/Time			N

### OBX - Observation Result

The OBX segment for Orders is used to transmit Ask-at-Order-Entry (AOE) questions and answers. The OBX segment is optional.

Field	Element Name	Comment	Length	R/O
OBX-00	Segment Type ID	Constant: <b>OBX</b>	3	R
OBX-01	Set ID – OBX	<sequence number>	5	R
OBX-02	Value Type	<type> Values: ST = String data NM = Numeric CE = Coded Entry DT = Date	2	R
OBX-03	Observation Identifier	Format options: <question code> ^ <question text> ^ <labcode> or <order code> ^ <question code> & <question text> ^ <labcode>	92	
		<order code (from OBR-4.1)>	32	O
		<question code>	30	R
		<question text>	30	R
OBX-04	Observation Sub-ID			N
OBX-05	Observation Value	The Answer to the AOE Question	180	O
OBX-06	Units			N
OBX-07	References Range			N
OBX-08	Abnormal Flags			N
OBX-09	Probability			N

Field	Element Name	Comment	Length	R/O
OBX-10	Nature of Abnormal Test			N
OBX-11	Observ Result Status			N
OBX-12	Date Last Obs Normal Values			N
OBX-13	User Defined Access Checks			N
OBX-14	Date/Time of the Observation			N
OBX-15	Producer's ID			N
OBX-16	Responsible Observer			N
OBX-17	Observation Method			N

---

## 1.8. *HL7 Acknowledgment Message (ACK)*

### 1.8.1. MSH – Message Header

The MSH segment defines the intent, source, destination and some specifics of the syntax of the message. The MSH segment is required in all messages.

Field	Element Name	Comment	Length	R/O
MSH-00	Segment Type ID	Constant: <b>MSH</b>	3	R
MSH-01	Field Separator	Constant:   (vertical bar)	1	R
MSH-02	Encoding Characters	Constant: ^~\& (carat, tilde, reverse slash, ampersand)	4	R
MSH-03	Sending Application	<corporate lab/hospital identifier> This is the acronym that has been designated to identify the parent laboratory/hospital organization for this project	12	R
MSH-04	Sending Facility	<regional lab/hospital identifier> This is the acronym that has been designated to identify the child laboratory/hospital organization for this project	12	R
MSH-05	Receiving Application	Constant: <b>H_Dx</b>	30	R
MSH-06	Receiving Facility	<ordering client/site identifier>	30	R
MSH-07	Date/Time of Message	<YYYYMMDDHHMMSS>	14	R
MSH-08	Security			N
MSH-09	Message Type	Constant: <b>ACK</b>	7	R

Field	Element Name	Comment	Length	R/O
MSH-10	Message Control ID	<unique value>	20	R
MSH-11	Processing ID	<P or T> P = Production T = Testing	1	R
MSH-12	Version ID	Constant: <b>2.3.1</b>	8	R
MSH-13	Sequence Number			N
MSH-14	Continuation pointer			N
MSH-15	Accept Acknowledgment Type			N
MSH-16	Application Acknowledgment Type			N
MSH-17	Country code			N
MSH-18	Character Set			N
MSH-19	Principal Language of Message			N
MSH-20	Alternate Character Set Handling Scheme			N

### 1.8.2. MSA – Message Acknowledgment

The MSA segment contains information sent while acknowledging another message. OPH EHR Clinical Exchange requires this segment after Lab has accepted an Order.

Field	Element Name	Comment	Length	R/O
MSA-00	Segment type ID	Constant: <b>MSA</b>	3	R
MSA-01	Acknowledgment Code	<ACK code> AA – Order accepted by receiving system; AE = Order not accepted; AR = Order rejected by receiving system	2	R
MSA-02	Message control ID	<unique value> Value must match with the MSH-10 of the corresponding order	20	R
MSA-03	Text message			N
MSA-04	Expected sequence number			N
MSA-05	Delayed acknowledgment type			N
MSA-06	Error condition			N

**Louisiana Department of Health**

# **Office of Public Health**

## **HL7 Result Interface Specification (ORU)**

## 2. HL7 Result Specification

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### 2.1. Overview & Disclaimer

This document is intended to describe methodology for sharing of data between to Health Information Systems. The Office of Public Health (“OPH”) may agree to adjustment(s) to the specification as long as it meets the minimum requirements of the awarded contract. OPH will make the final determination of any requested changes.

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### 2.2. HL7 Message Encoding Rules

In constructing a message, certain special characters are used to delineate data fields. The delimiter values used in the MSH segment are the delimiter values used throughout the entire message. Data fields containing encoding characters will use the appropriate HL7 escape sequence Message Delimiters

OPH EHR expects that all data fields will be void of any HL7 encoding character. If it is necessary to send these special characters, they should be sent as stated below:

Delimiter	Description	Usage	HL7 formatting character
	Field Separator	Separates two adjacent data fields. Also separates the segment ID from the first data field in the segment.	\F\
^	Component separator	Separates adjacent components of a data field.	\S\
~	Repetition separator	Separates multiple occurrences of a field where allowed.	\R\
&	Subcomponent separator	Separates adjacent sub-components of data fields, where allowed. If there are no sub-components, this character may be omitted.	\T\
\	Escapes character	Escape character for use with any field represented by a ST, TX or FT data type, or for use with the data (fourth) component of the ED data type. If no escape characters are used in a message, this character may be omitted. However, it must be present if sub-components are used in the message.	\E\



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## 2.3. Sending & Receiving of Messages

The preferred network communications protocol for the Clinical Exchange is a standard HL7 interface is a real-time interface utilizing TCP/IP. TCP/IP provides a robust network protocol that ensures reliable transport of messages using HL7 Minimal Lower Layer protocol (MLLP) over VPN. SFTP is also supported. LDH Office of Public Health will make final determination of communication methods with the selected vendor. OPH EHR also supports FTP and SFTP of messages between systems.

OPH EHR uses an interface engine to provide connectivity and handle all communication (also performs audits and error checking) for data exchange between sending and receiving systems.

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## 2.4. Message Types - OPH EHR Standard Message Structure

The message types supported by this interface include the following: Unsolicited Observation / Result Update (**ORU**) and the General Acknowledgement message (**ACK**).

Square brackets (“[ ]”) indicate that a segment is optional. Curly braces (“{ }”) indicate that a segment may repeat. Segments that are not surrounded by brackets are required components.

The General Acknowledgment (ACK) message will be transmitted by the receiving application in response to the safe delivery of the message. Receipt of the ACK message with an ‘AA’ Acknowledgment Code indicates that the receiving system has safely received the application message and the sending system can continue to transmit the next message.

### Unsolicited Observation / Result Update (ORU):

ORU	Results
MSH	Message Header - required, non-repeating
PID	Patient Identification - required, non-repeating
{ [NTE] }	Laboratory Report comments – optional, repeating
[ORC]	Common Order - optional, non-repeating
{OBR}	Observation Request - required, repeating as block 1
{ [NTE] }	Test-level Notes – optional, repeating
{OBX}	Observation Result - required, repeating as block 2

ORU	Results
{[NTE]}	Analyte-level Results Notes – optional, repeating

Note: The above abstract ORU message definition is a modification of the HL7 Standard abstract ORU message. The EHR requests the LIS to send one ORC segment followed by multiple OBR segment groups.

### General Acknowledgment (ACK):

ACK	Acknowledgement
MSH	Message Header - required, non-repeating
MSA	Message Acknowledgement – required, non-repeating

## 2.5. Sample Messages

### 2.5.1. Sample ORU Message

```
MSH|^~\&|CORPLABID|REGLABID|H_Dx|01837605|201001181956||ORU^R01|0001|P|2.3.1
PID|1||01899800010||LASTNAME^PATIENT||19770301|F|||100 PATIENT
ADDRESS^ATLANTA^GA^30350||^646^5465465|||123456789
ORC|NW|3391|0189980010|||20100118154000||3393010230^DOCTOR^DANIEL^^^^^^^NPI~101
010^DOCTOR^DANIEL^^^^^^^U~ABC123^DOCTOR^DANIEL^^^^^^^UPIN
OBR|1|3391|01899800010|005009^CBC WITH
DIFFERENTIAL/PLATELET||20100118162200|||33993010230^DOCTOR^DANIEL^^^^^^^NPI~
101010^DOCTOR^DANIEL^^^^^^^U~ABC123^DOCTOR^DANIEL^^^^^^^UPIN|||20100118195600
||F
OBX|1|NM|005025^White Blood Cell Count||5.0|X 10-3/uL|4.0-
10.5|||F||20100118185700|REGLABID
OBX|2|NM|005033^Red Blood Cell Count||4.00|X 10-6/uL|3.80-
5.10|||F||20100118185700|REGLABID
OBX|3|NM|005041^Hemoglobin||10.0|g/dL|11.5-15.0|L||F||20100118185700|REGLABID
OBX|4|NM|005058^Hematocrit||30.0|%|34.0-44.0|L||F||20100118185700|REGLABID
OBX|5|NM|015065^MCV||85|fL|80-98|||F||20100118185700|REGLABID
OBX|6|NM|015073^MCH||32.0|pg|27.0-34.0|||F||20100118185700|REGLABID
OBX|7|NM|015081^MCHC||34.0|g/dL|32.0-36.0|||F||20100118185700|REGLABID
OBX|8|NM|015172^Platelets||290|X 10-3/uL|140-415|||F||20100118185700|REGLABID
OBX|9|NM|015107^Polys||50|%|40-74|||F||20100118185700|REGLABID
OBX|10|NM|015123^Lymphs||50|%|14-46|H||F||20100118185700|REGLABID
OBX|11|ST|015180^Differential Comments||See below|||F||20100118185700|REGLABID
NTE|1|L|Slight anisocytosis and poikilocytosis.
```

### 2.5.2. Sample ORU Message with Image

```
MSH|^~\&|CORPLABID|REGLABID|H_Dx|01837605|201001181956||ORU^R01|0001|P|2.3.1|
PID|1||01899800010||Patient^Sarah||19770101|F|||1801 First Ave
South^Birmingham^AL^35233||^205^5813572|||111111111
```

```

ORC|RE|0000684|01899800010|||||20100118000000|||1389923232^Mayfield^William^^^^^^^^^^^
NPI
OBR|1|0000684|01899800010|005009^CHROMOSOME
ANALYSIS|||20100118162200|||||20100118000000|||
1389923232^Mayfield^William^^^^^^^^^^^NPI|||||20100118195600|||F
OBX|1|ED|005009^Chromosome Analysis||LAB^Image^PDF^Base64^<image data here - for text
report>|||||F|||20100118185700|

```

## 2.6. Guide to Tables

The following tables define the fields within each segment. The table columns represent

Column	Label	Contents
1	Field	Sequence of field in the segment
2	Element Name	HL7 name of the field
3	Comment	Further describes the field (if necessary)
4	Length	OPH EHR Clinical Exchange defined length for the field
5	R/O	OPH EHR Clinical Exchange defined optionality of the field: R = Required O = Optional N = Not part of the standard OPH EHR results interface; if the field is needed, custom changes made be required

Fields in the segment tables within angle brackets are to be replaced with data from the sending system. Items without angle brackets are constants that should appear in the output as they appear below. For ease of reading, the carets ( ^ ), which separate components of fields, are shown with a space between them and the field, and with a space between adjacent carets. THESE SPACES SHOULD NOT BE A PART OF THE RECORD! In a few cases, there is a single field that repeats (for example, Ordering Provider in OBR-16). In those cases, the repeating fields should follow the same format as is specified; each instance should be separated from the preceding one by a tilde (~). Segments should be ended by a carriage return (0x0D), and records should be ended by a newline (0x0A).

## 2.7. Segment Definitions – Observation / Result Update (ORU)

### 2.7.1. MSH – Message Header

The MSH segment provides information about the source, destination and some specifics of the syntax of the message. The MSH segment is required.

Field	Element Name	Comment	Length	R/O
MSH-00	Segment Type ID	Constant: <b>MSH</b>	3	R
MSH-01	Field Separator	Constant:   (vertical bar)	1	R
MSH-02	Encoding Characters	Constant: ^~\& (carat, tilde, reverse slash, ampersand)	4	R
MSH-03	Sending Application	<corporate lab/hospital identifier> This is the acronym that has been designated to identify the parent laboratory/hospital organization for this project	12	R
MSH-04	Sending Facility	<regional lab/hospital identifier> This is the acronym that has been designated to identify the child laboratory/hospital organization for this project	12	R
MSH-05	Receiving Application	Optional. Default is H_Dx	30	O
MSH-06	Receiving Facility	<receiving client or site identifier> Used for report/result routing <b>Result message will reject if the clientid in MSH-6 is not defined in the OPH EHR database for the laboratory/hospital</b>	30	R
MSH-07	Date/Time of Message	<YYYYMMDDHHMMSS>	14	R
MSH-08	Security			N
MSH-09	Message Type	Constant: <b>ORU^R01</b>	7	R
MSH-10	Message Control ID	<unique value>	20	R
MSH-11	Processing ID	<P or T> P = Production T = Testing	1	R
MSH-12	Version ID	2.x. NOTE: 2.5.1 has separate message requirements.	8	R
MSH-13	Sequence Number			N
MSH-14	Continuation pointer			N
MSH-15	Accept Acknowledgment Type			N

Field	Element Name	Comment	Length	R/O
MSH-16	Application Acknowledgment Type			N
MSH-17	Country code			N
MSH-18	Character Set			N
MSH-19	Principal Language of Message			N
MSH-20	Alternate Character Set Handling Scheme			N

### 2.7.2. PID – Patient Identification

The PID segment is the primary means of communicating patient identification information. The PID segment is required.

Field	Element Name	Comment	Length	R/O
PID-00	Segment Type ID	Constant: <b>PID</b>	3	R
PID-01	Set ID – Patient ID	<sequence number>	4	O
PID-02	Patient ID (External ID)	If PID-3 is empty, will look in PID-2		O
PID-03	Patient Identifier List	<ID>	80	O
PID-04	Alternate Patient ID			N
PID-05	Patient Name	<last> ^ <first> ^ <middle> ^ <suffix> Last name and first name used for result matching	95	
		5.1 <last>	30	R
		5.2 <first>	30	R
		5.3 <middle>	30	O
		5.4 <suffix>	5	O
PID-06	Mother's Maiden Name			N
PID-07	Date of Birth	<YYYYMMDD> Used for result matching	8	O
PID-08	Sex	<M, F, O, U, A, N> Used for result matching	1	O
PID-09	Patient Alias			N
PID-10	Race			N
PID-11	Patient Address	<street_address> ^ <address 2> ^ <city> ^ <state> ^ <zip> Used for result matching for unsolicited results	96	

Field	Element Name	Comment	Length	R/O
		11.1 <street_address>	30	O
		11.2 <address 2>	30	O
		11.3 <city>	25	O
		11.4 <state>	2	O
		11.5 <zip>	9	O
PID-12	County Code			N
PID-13	Phone Number – Home	Formats accepted: Unformatted in component 1 as NNNNNNNNNN or Formatted in component 1 as (NNN)NNN-NNNN or ^ ^ ^ ^ ^ <area code> ^ <phone number>  Used for result matching for unsolicited results	10	
		<area code>	3	O
		<phone number>	7	O
PID-14	Phone Number – Business			N
PID-15	Primary Language			N
PID-16	Marital Status			N
PID-17	Religion			N
PID-18	Patient Account Number			N
PID-19	SSN - Patient	<ssn> No dashes in SSN	9	O
PID-20	Driver's License Number - Patient			N
PID-21	Mother's Identifier			N
PID-22	Ethnic Group			N
PID-23	Birth Place			N
PID-24	Multiple Birth Indicator			N
PID-25	Birth Order			N
PID-26	Citizenship			N
PID-27	Veterans Military Status			N
PID-28	Nationality			N
PID-29	Patient Death Date and Time			N
PID-30	Patient Death Indicator			N

### 2.7.3. ORC - Common Order

The ORC segment contains data that is common to all tests/procedures. The ORC segment is optional.

Field	Element Name	Comment	Length	R/O
ORC-00	Segment Type ID	Constant: <b>ORC</b>	3	R
ORC-01	Order Control	Constant: <b>RE</b>	2	R
ORC-02	Placer Order Number	<requisition number> OPH EHR order number for solicited results	30	R
ORC-03	Filler Order Number	<accession number> Lab/hospital-assigned accession or specimen number	15	R
ORC-04	Placer Group Number			N
ORC-05	Order Status	Status of the entire order Values: F, CM → Final A, IP, P → Partial/Prelim RP, C → Corrected CA → Cancelled by sending system	2	O
ORC-06	Response Flag			N
ORC-07	Quantity/Timing			N
ORC-08	Parent			N
ORC-09	Date/Time of Transaction	<YYYYMMDDHHMM>	12	R
ORC-10	Entered By			N
ORC-11	Verified By			N
ORC-12	Ordering Provider	<ID> ^ <last> ^ <first> ^ <middle> ^ ^ ^ ^ ^ ^ ^ ^ ^ <identifier type>  Valid identifier types: NPI = NPI U = Unidentified UPIN = UPIN  May repeat if there are multiple identifiers Repetitions should be separated by a tilde (~). NOTE: ORC-12.13 is required when identifier is NPI.	124	
		12.1 <id> Physician identifier	30	O
		12.2 <last> Physician last name	30	O
		12.3 <first> Physician first name	30	O
		12.4 <middle> Physician middle name	30	O

Field	Element Name	Comment	Length	R/O
		12.13 <identifier type> NPI, U, UPIN	4	O
ORC-13	Enterer's Location			N
ORC-14	Call Back Phone Number			N
ORC-15	Order Effective Date/Time			N
ORC-16	Order Control Code Reason			N
ORC-17	Entering Organization			N
ORC-18	Entering Device			N
ORC-19	Action By			N
ORC-20	Advanced Beneficiary Notice Code			N
ORC-21	Ordering Facility Name			N
ORC-22	Ordering Facility Address			N
ORC-23	Ordering Facility Phone Number			N
ORC-24	Ordering Provider Address			N

#### 2.7.4. OBR - Observation Request

The OBR segment is used to transmit information specific to an order. One OBR segment will be transmitted for each order code. The OBR segment is required.

Field	Element Name	Comment	Length	R/O
OBR-00	Segment Type ID	Constant: <b>OBR</b>	3	R
OBR-01	Set ID - Observation Request	<sequence number>	4	R
OBR-02	Placer Order Number	<requisition number> OPH EHR order number for solicited results	30	R
OBR-03	Filler Order Number	<accession number> Lab/hospital-assigned accession or specimen number	15	R
OBR-04	Universal Service ID	<order code> ^ <description>	96	
		4.1 <order code>	32	R
		4.2 <description>	64	R
OBR-05	Priority			N
OBR-06	Requested Date/Time			N
OBR-07	Observation Date/Time	<YYYYMMDDHHMM> Collection date/time	12	O
OBR-08	Observation End Date/ Time			N



Field	Element Name	Comment	Length	R/O
OBR-09	Collection Volume			N
OBR-10	Collector Identifier			N
OBR-11	Specimen Action Code			N
OBR-12	Danger Code			N
OBR-13	Relevant Clinical Info			N
OBR-14	Specimen Received Date /Time	<YYYYMMDDHHMMSS> Log-in Date/Time	14	O
OBR-15	Specimen Source	<source code> ^ <source description>	80	
		15.1 <source code>	40	O
		15.2 <source description>	40	O
OBR-16	Ordering Provider	<ID> ^ <last> ^ <first> ^ <middle> ^ ^ ^ ^ ^ ^ ^ ^ <identifier type>  Valid identifier types: NPI = NPI U = Unidentified UPIN = UPIN  May repeat if there are multiple identifiers Repetitions should be separated by a tilde (~). NOTE: OBR-16.13 is required when identifier is NPI.	124	
		16.1 <id> Physician identifier	30	O
		16.2 <last> Physician last name	30	O
		16.3 <first> Physician first name	30	O
		16.4 <middle> Physician middle name	30	O
		16.13 <identifier type> NPI, U, UPIN	4	O
OBR-17	Order Callback Phone Number			N
OBR-18	Placer Field 1			N
OBR-19	Placer Field 2			N
OBR-20	Filler Field 1			N
OBR-21	Filler Field 2			N
OBR-22	Results Rpt/Status Change Date/Time	<YYYYMMDDHHMMSS>	14	R
OBR-23	Charge to Practice			N

Field	Element Name	Comment	Length	R/O
OBR-24	Diagnostic Serv Sect ID	<diag_service_id> Department Code/Category (i.e., MB = Microbiology, RAD = Radiology)	15	O
OBR-25	Result Status	<status code> Supported values: O = Order Received I = Specimen received; no results available S = Procedure scheduled; no results available A = Some, but not all, results available R = Results stored, not yet verified P = Preliminary results verified and available F = Final results stored and verified C = Results corrected X = Order canceled; no results available	1	R
OBR-26	Parent Result	<analyte code> & <analyte description> ^ <sub-id> ^ <microorganism name> Parent result is a three-component field: <OBX-3 - observation identifier of parent result> ^ <OBX-4 - sub-ID of parent result> ^ <organism name from OBX-5 of parent result>	167	
		26.1.1 <analyte code>	25	O
		26.1.2 <analyte description>	50	O
		26.2 <sub-id>	12	O
		26.3 <microorganism name>	80	O
OBR-27	Quantity/Timing	^ ^ ^ ^ ^ <priority code>	40	O
OBR-28	Result Copies To			N
OBR-29	Parent	<requisition number> & <assigning application> ^ <accession number> & <regional lab/hospital identifier> Parent is a two-component field: <parent's placer order number> ^ <parent's filler order number>	54	
		29.1.1 <requisition number>	15	O
		29.1.2 <assigning application>	12	O
		29.2.1 <accession number>	15	O
		29.2.2 <regional lab/hospital identifier>	12	O
OBR-30	Transportation Mode			N
OBR-31	Reason for Study	<result profile code> ^ <result profile description>	96	
		31.1 <result profile code>	32	O

Field	Element Name	Comment	Length	R/O
		31.2 <result profile description>	64	O
OBR-32	Principal Result Interpreter			N
OBR-33	Assistant Result Interpreter			N
OBR-34	Technician			N
OBR-35	Transcriptionist			N
OBR-36	Scheduled Date/Time			N
OBR-37	Number of Sample Containers			N
OBR-38	Transport Logistics of Collected Sample			N
OBR-39	Collector's Comment			N
OBR-40	Transport Arrangement Responsibility			N
OBR-41	Transport Arranged			N
OBR-42	Escort Required			N
OBR-43	Planned Patient Transport Comment			N
OBR-44	Procedure Code			N
OBR-45	Procedure Code Modifier			N

### 2.7.5. OBX - Observation Result

The OBX segment is used to transmit observation values in a structured format. The OBX segment is required for every OBR segment.

Field	Element Name	Comment	Length	R/O
OBX-00	Segment Type ID	Constant: <b>OBX</b>	3	R
OBX-01	Set ID – OBX	<sequence number>	5	R
OBX-02	Value Type	<type> Values: ST=String data TX = Text data NM = Numeric ED = Encapsulated data * For ED data types, see Note 1	2	R

Field	Element Name	Comment	Length	R/O
OBX-03	Observation Identifier	<analyte code> ^ <analyte description> ^ <regional lab/hospital identifier>	164	
		For Loinc codes: <analyte code> ^ <analyte description> ^ <regional lab/hospital identifier> ^ <LOINC code> ^ <LOINC description> ^ <b>LN</b>		
		3.1 <analyte code>	25	R
		3.2 <analyte description>	50	R
		3.3 <regional lab/hospital identifier>	12	O
		3.4 <LOINC code>	25	O
		3.5 <LOINC description>	50	O
		3.6 Constant = <b>LN</b>	2	O
OBX-04	Observation Sub-ID	<sub_id>	12	O
OBX-05	Observation Value	<result_value>  The EHR reports display 80 - 96 characters per line depending upon font and indentation; additional characters will be word-wrapped * For Base64 encoded image (tiff, pdf, jpeg, gif) data, see Note 2  The report format for some image types may not display in OPH EHR Clinical Exchange	10MB *900K for Non-Lab	O
OBX-06	Units	<unit code> Units of measure	40	O
OBX-07	References Range	<range> Upper and lower limit	60	O

Field	Element Name	Comment	Length	R/O
OBX-08	Abnormal Flags	<p>&lt;flags&gt;</p> <p>HL7 defined values are supported</p> <p>L – Below low normal</p> <p>H – Above high normal</p> <p>LL – Below lower panic limits</p> <p>HH – Above upper panic limits</p> <p>&lt; - Below absolute low</p> <p>&gt; - Above absolute high</p> <p>N – Normal</p> <p>A – Abnormal</p> <p>AA – Very abnormal</p> <p>U – Significant change up</p> <p>D – Significant change down</p> <p>B – Better</p> <p>W – Worse</p> <p>.</p> <p>For microbiology susceptibilities, susceptibility interpretation flags are supported.</p> <p>S - Susceptible</p> <p>I - Intermediate</p> <p>R - Resistant</p> <p>MS – Moderately Susceptible</p> <p>VS – Very Susceptible</p>	5	O
OBX-09	Probability			N
OBX-10	Nature of Abnormal Test			N
OBX-11	Observ Result Status	<p>&lt;status&gt;</p> <p>P = Preliminary</p> <p>I = Pending</p> <p>F = Completed</p> <p>C = Corrected</p> <p>X = Cancel</p>	1	R
OBX-12	Date Last Obs Normal Values			N
OBX-13	User Defined Access Checks			N
OBX-14	Date/Time of the Observation	<YYYYMMDDHHMM>	12	O



### 2.7.6. NTE - Notes and Comments

The NTE segment is the common format for sending notes and comments. NTE is an optional segment. Single or multiple NTE segments may follow the PID, OBR or OBX segments.

Field	Element Name	Comment	Length	R/O
NTE-00	Segment Type ID	Constant: <b>NTE</b>	3	R
NTE-01	Set ID - Notes and Comments	<sequence number> Sequential number beginning with 1 following the PID or each OBR or OBX segment	4	R
NTE-02	Source of Comment	Constant: <b>L</b>	1	O
NTE-03	Comment	<text>	64k	O
NTE-04	Comment Type			N

---

## 2.8. Segment Definitions - HL7 Acknowledgment Message (ACK)

### 2.8.1. MSH – Message Header

The MSH segment defines the intent, source, destination and some specifics of the syntax of the message. The MSH segment is required.

Field	Element Name	Comment	Length	R/O
MSH-00	Segment Type ID	Constant: <b>MSH</b>	3	R
MSH-01	Field Separator	Constant:   (vertical bar)	1	R
MSH-02	Encoding Characters	Constant: ^~\& (carat, tilde, reverse slash, ampersand)	4	R
MSH-03	Sending Application	Constant: <b>H_Dx</b>	30	R
MSH-04	Sending Facility	Constant: <b>H_Dx</b>	30	R
MSH-05	Receiving Application	<corporate lab/hospital identifier> This is the acronym that has been designated to identify the parent laboratory/hospital organization for this project	12	R
MSH-06	Receiving Facility	<regional lab/hospital identifier> This is the acronym that has been designated to identify the child laboratory/hospital organization for this project	12	R
MSH-07	Date/Time of Message	<YYYYMMDDHHMMSS>	14	R
MSH-08	Security			N
MSH-09	Message Type	Constant: <b>ACK</b>	7	R

Field	Element Name	Comment	Length	R/O
MSH-10	Message Control ID	<unique value>	20	R
MSH-11	Processing ID	<P or T>	1	R
MSH-12	Version ID	Constant: <b>2.3.1</b>	8	R
MSH-13	Sequence Number			N
MSH-14	Continuation pointer			N
MSH-15	Accept Acknowledgment Type			N
MSH-16	Application Acknowledgment Type			N
MSH-17	Country code			N
MSH-18	Character Set			N
MSH-19	Principal Language of Message			N
MSH-20	Alternate Character Set Handling Scheme			N

### 2.8.2. MSA – Message Acknowledgment

The MSA segment contains information sent while acknowledging another message. OPH EHR Clinical Exchange will send this segment after a result has been accepted.

Field	Element Name	Comment	Length	R/O
MSA-00	Segment type ID	Constant: <b>MSA</b>	3	R
MSA-01	Acknowledgment Code	<ACK code> AA – Result accepted by H_Dx; AE = Result not accepted; AR = Result rejected by H_Dx	2	R
MSA-02	Message control ID	<unique value> Value must match with the MSH-10 of the corresponding result	20	R
MSA-03	Text message			N
MSA-04	Expected sequence number			N
MSA-05	Delayed acknowledgment type			N
MSA-06	Error condition			N